



ECHO STAR COMMUNICATIONS CORPORATION

December 8, 2002

VIA FACSIMILE (817-571-7468) AND US MAIL

Marcus Lamb
President & CEO
Daystar Television Network
P.O. Box 612085
Dallas, TX 75261

Re: Side Letter Agreement – Must Carry Waiver

Dear Marcus:

This confirms, in consideration for the mutual promises and covenants set forth below, the following agreement between Daystar Television Network ("Network") and EchoStar Satellite Corporation ("Affiliate") for the provision of waiving federal must carry rights of Network affiliate broadcast stations.

Network and Affiliate are parties to an Affiliation Agreement providing for the distribution of a national feed of Network's television programming service, Daystar Television Network (the "Service"), dated December ____, 2002 (the "Agreement"). Capitalized terms in this side letter agreement shall have the same meanings ascribed to such terms in the Agreement, unless otherwise indicated. In the event of any conflict or inconsistency between the terms of the Agreement and this side letter agreement, the terms of this letter agreement shall prevail and control.

- A. This side letter agreement shall be coterminous with the Agreement and any renewal of the Agreement (the "Term"). Affiliate's carriage of the Service shall be contingent upon the must carry waivers/rescissions detailed below remaining in effect throughout the Term.
- B. Network hereby waives/rescinds all federal must carry rights for Network O&O and affiliate stations existing today or hereinafter acquired by Network throughout the Term. A list of all Network O&O and affiliate stations is attached hereto, identified as Exhibit A. Daystar represents that it is authorized and otherwise legally empowered to grant a waiver or rescission of all must carry elections made by any station listed on Exhibit A.
- C. Throughout the Term, EchoStar shall have the right to count Network as a Public Interest Channel as part of its FCC not aside obligations, and charge a monthly fee in advance for each quarter as provided for in the Agreement, representing that fee charged all other public interest channels carried by EchoStar. Said fees shall commence January 2003 and shall be imposed throughout the Term, and may be subject to change pursuant to federal law.

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DISH Network

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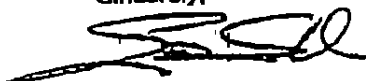
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DISH Network

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Please indicate your agreement with the above terms by signing both duplicate originals of this letter below and returning them to me. I will then forward a fully executed original for your files.

Sincerely,



Eric Sehl
Director of Programming

AGREED TO AND ACCEPTED:

DAYSTAR TELEVISION NETWORK

ECHOSTAR SATELLITE CORPORATION

By: Marcus D. Lamb

By: Michael Schwimmer

Name: Marcus D. Lamb

Name: Michael Schwimmer

Title: President/CEO

Title: Sr. VP / Programming

Date: 12-10-02

Date: 12/11/02

5701 S. Santa Fe Drive • Littleton, CO 80120

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EXHIBIT A

City	Station	Channel
Apex, NC	WACN-LP	34
Atlanta	WDTA-LP	53
Boston	WYDN-TV	48
Buffalo, NY	WDTB-LP	38
Dallas	KMPX-TV	29
Denver	KRMT-TV	41
Gainesville, GA	W28CD	
Honolulu	KWBN-TV	44
Houston	KLTV-TV	22
Jackson, MS	WJKO-LP	43
Knoxville, TN	WDTT-TV	38
Las Vegas	KTVY-LP	63
Little Rock	KKAP-TV	36
Maul, HI	KAUI-LP	51
Maul, HI	KUKO-LP	24
Maul, HI	KUPA-LP	59
Macon, GA	WOMA-LP	32
Memphis	WJRJ-TV	59
Modesto, CA	KACA-LP	61
Nashville	WIIW-LP	14
Oklahoma City	KOCM-CP	46
Philadelphia	WELL-LP	8
Phoenix	KDTP-TV	39
Raleigh, NC	WWIW-TV	66
Sacramento	KRJR-LP	47
San Antonio	KQVE-LP	46
San Francisco	KDTS-CA	22
Seattle	KWDK-TV	56
Stockton, CA	KDTS-CA	52
Tampa	WSVT-LP	18
Tucson	KPCE-LP	29

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Amendment 1 To The Public Interest Programming Agreement

In accordance with Section 8.15, "Modifications", of that certain Public Interest Programming Agreement (herein so called) effective on or about December 12, 2002, Word of God Fellowship, Inc. d/b/a Daystar Television Network ("Daystar") and EchoStar Satellite Corporation ("EchoStar") do hereby and herewith amend the terms of the Public Interest Programming Agreement, effective as of the Execution Date listed below, as follows:

(a) Section 2.9 of the Public Interest Programming Agreement is amended by replacing the phrase "via one or more satellites owned or operated by EchoStar, or such other satellite as EchoStar may designate" with "via a satellite at the 110 degree West Longitudinal orbital slot."

(b) Section 8.17 is added to the Public Interest Programming Agreement as follows:

"8.17 Waiver of Must Carry Rights. Except as expressly set forth in this Section, Daystar hereby waives during the Term of this Agreement all present and future Direct Broadcast Satellite "Must Carry" rights under 47 U.S.C. § 338, *et seq.*, any successor statute, and any rules or regulations implementing such statute, for all Daystar owned and operated television stations and channels and all of Daystar's Affiliate television stations and channels respectively now owned or subsequently acquired by Daystar and/or its Affiliates (each such station and channel being referred to as a "Waiver Station"). Daystar acknowledges and agrees that it is giving up all rights to make "Must-Carry" elections during the Term of this Agreement for any and all television stations or programming in which Daystar directly or indirectly now has an interest in, or may have an interest in the future. Except as expressly set forth in this Section, (1) this "Must Carry" waiver shall be included as a condition of any assignment, transfer, or sale of any Waiver Station, (2) this "Must Carry" waiver shall continue to be effective with respect to any Waiver Station which is assigned, transferred or sold during the Term of the Public Interest Programming Agreement, and (3) any assignment, transfer, or sale of a Waiver Station that does not comply with the requirements of this Section 8.17 (1) and (2) shall be void, null, and of no effect. The following transactions are exempt from and exceptions to the requirements of this Section 8.17:

- (a) the assignment, transfer and/or sale of television station KMPX-TV 29 in Dallas, Texas at such time as and on the condition that Daystar completes the purchase, trade or acquisition of television station KDTN-TV 2 in Denton, Texas; and
- (b) the assignment, transfer and/or sale of television station KDTP-TV 39 in Phoenix, Arizona, at such time as and on the condition that Daystar completes the purchase, trade or acquisition of television station KPHZ-TV 11 in Holbrook (Phoenix area), Arizona; and
- (c) the assignment, transfer and/or sale of any other Must Carry Station, at such time as and on the condition that Daystar completes the purchase, trade or acquisition of another television station (that is duly qualified for must carry under federal regulations) of a third party in an arms-length transaction which in the reasonable determination of EchoStar will not result in the requirement of a material net loss of bandwidth on the EchoStar Direct Broadcast Satellites, taking into account the bandwidth required for the Waiver Station being assigned, transferred or sold by Daystar or its Affiliate and the bandwidth required for the station or channel being acquired."

(c) Section 8.18 is added to the Public Interest Programming Agreement as follows:

"8.18 Effect of Non-Renewal on Waiver of Must Carry Rights. If and in the event this Public Interest Programming Agreement is not renewed on or before two business days prior to October 1, 2005 to extend beyond December 31, 2005, then Daystar may make any "Must Carry" elections permitted by law for the next election cycle commencing January 1, 2006. Nothing in this Amendment, the Public Interest Programming Agreement or any other agreement executed in connection therewith shall be construed or interpreted as prohibiting, preventing or limiting the right of Daystar or any of its Affiliates to make any "Must Carry" elections permitted or required for the television stations of Daystar and/or its Affiliates pursuant to or in accordance with the Federal Communication Commission's Report and Order released November 30, 2000 (CS Docket No. 00-96), with respect to the four year period (designated in the Report and Order) commencing January 1, 2006. Thus, if Daystar decides not to renew the Public Interest Programming Agreement for the period after December 31, 2005, then in accordance with the Report and Order, the next election date for "Must Carry" for such four year period may be made by Daystar on or before October 1, 2005, to take effect on January 1, 2006."

As modified by this Amendment, the provisions of the Public Interest Programming Agreement and other agreements executed in connection therewith shall continue in full force and effect. In the event of any inconsistency between this Amendment and the terms of the Public Interest Programming Agreement and other agreements executed in connection therewith, this Amendment shall govern.

In consideration for this Amendment, and as a condition to its effectiveness Daystar shall immediately dismiss all actions against EchoStar (collectively, the "FCC Matters") pending before the Federal Communications Commission, or any other forum (collectively, the "FCC"), including without limitation: (i) the petition for reconsideration filed by Daystar of a Memorandum Opinion and Order (Docket No. CSR 6003-M); and (ii) the Must Carry Complaint regarding a request for Mandatory Carriage of Television Station KOCM, Norman, Oklahoma, filed by Daystar on or about Friday, April 4, 2003 (Docket No. ____). Daystar shall provide evidence of such dismissal to EchoStar within 5 business days of the execution of this Amendment.

In consideration for this Amendment, EchoStar shall migrate Daystar to the 110 degree West Longitudinal orbital slot, as set forth in the amendment to Section 2.9 of the Public Interest Programming Agreement, no later than the latter to occur of: (1) the fifth (5th) business day after the Execution Date listed below, and (2) the date EchoStar's legal counsel, T. Wade Welch & Associates, receives by fax, mail or courier a true and correct file marked copy of the withdrawal or dismissal by Daystar of each of the FCC Matters as described in (i) and (ii) of the next preceding paragraph above in this Amendment.


EchoStar and Daystar agree, ratify, and affirm that the Public Interest Programming Agreement referenced above and the Side Letter Agreement dated December 9, 2002 are valid and enforceable agreements according to their terms, as modified herein, that such agreements have not been rescinded or revoked, and that as of the date of execution of this Amendment neither EchoStar nor Daystar is in breach or default of either the Public Interest Programming Agreement or the Side Letter Agreement. The parties further acknowledge, agree, and represent that no event has occurred and no condition currently exists which would constitute a default by either Daystar or EchoStar under the Public Interest Programming Agreement or the Side Letter Agreement (as each has been modified by this Amendment), either with or without notice or lapse of time, or both.

Each Party hereto shall bear its own costs, fees and expenses incurred in connection with the

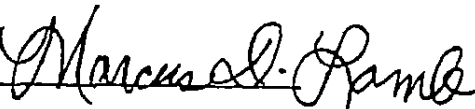
negotiation, preparation and performance to date of the Public Interest Programming Agreement, this Amendment, and the Side Letter Agreement.

Execution Date April 24, 2003.

EchoStar Satellite Corporation

By: 
Its SVP - 4/24/03

Word of God Fellowship, Inc. d/b/a Daystar Television Network

By: 
Its President/CEO
4-23-03

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PUBLIC INTEREST PROGRAMMING AGREEMENT

This Public Interest Programming Agreement ("Agreement") is entered into as of December __, 2002, by and between EchoStar Satellite Corporation, a Colorado corporation, with principal offices at 5701 S. Santa Fe Drive, Littleton, Colorado 80120 (hereinafter referred to as "EchoStar") and Daystar Television Network, a non-profit corporation with principal offices at P.O. Box 612066, Dallas, TX 75261-2066 (hereinafter referred to as "Programmer"). EchoStar and Programmer hereby agree as follows:

INTRODUCTION

1. EchoStar and its Affiliates hold licenses issued by the Federal Communications Commission ("FCC") to provide direct broadcast satellite ("DBS") programming services in the United States of America, its territories and possessions. EchoStar currently provides subscribers of its DISH Network™ programming in the U.S. with certain DBS audio and video programming services.

2. EchoStar has set aside Channel Capacity for Public Interest Programming in compliance with the Public Service Requirements of the Communications Act, 47 U.S.C. § 164, 302, 335, 309 and 664 and the FCC Report and Order, FCC 98-307 and 99-387, as they may be amended or supplemented from time to time. EchoStar desires to make Public Interest Programming available to its subscribers consistent with those Public Service Requirements, mandated by federal or state statutes or regulations, by enhancing educational opportunities.

3. EchoStar and Programmer wish to facilitate the delivery of noncommercial programming of an educational or informational nature on this Channel Capacity to its DISH Network Subscribers. Programmer desires to purchase Channel Capacity from EchoStar, and EchoStar wishes to sell Channel Capacity to Programmer, subject to its availability, and subject to all federal statutes and regulations to the extent the statute or regulation applies to EchoStar or Programmer (including the Public Interest Broadcast Requirements, as defined below) and the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and conditions set forth below, the parties hereby agree as follows:

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I. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

1.1 **"Affiliate"** is any entity controlling, controlled by, or under common control with, a person or entity identified or named in this Agreement, or any person or entity with an ownership interest of any kind, whether as a shareholder or otherwise, in a person or entity identified or named in this Agreement, and any entity or person owned, whether as a shareholder or otherwise, by a person or entity identified or named in this Agreement.

1.2 **"Broadcast Services"** means services provided by EchoStar associated with transmitting Programmer's Public Interest Programming on EchoStar Channel Capacity, once the Public Interest Programming has been received by EchoStar Uplink Facility.

1.3 **"Channel Capacity"** means not more than one channel of bandwidth on an EchoStar satellite.

1.4 **"DISH DBS System"** means an EchoStar DBS satellite antenna, digital satellite receiver, remote control, and related components purchased from EchoStar and/or its Affiliate.

1.5 **"EchoStar Programming"** means certain DISH Network™ programming EchoStar provides to its subscribers and does not include Public Interest Programming.

1.6 **"EchoStar Uplink Facility"** means the ground station or stations which EchoStar in its sole and absolute discretion determines to utilize to receive Public Interest Programming from Public Interest Programmer for broadcast on Channel Capacity.

1.7 **"Effective Date"** is the date on which this Agreement is executed by both parties.

1.8 **"Public Interest Programmer"** means an entity that provides Public Interest Programming for broadcast and meets the FCC's definitions of a qualified non-commercial educational broadcast station, a public telecommunications entity, an accredited nonprofit educational institution, a governmental organization engaged in the formal education of enrolled students, a nonprofit organization whose purposes are educational and include providing educational and instructional television material to such accredited institutions and governmental organizations and other noncommercial entities with an

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educational mission as those terms are defined by the FCC, codified under 47 CFR 100.5 c (2).

1.9 "Public Interest Programming" means non-commercial programming of an educational or informational nature, as defined by the FCC under 47 CFR 100.5 c (2).

1.10 "Public Service Subscriber" is a person or an organization located in the Territory who is receiving Public Interest Programming.

1.11 "Public Service Broadcast Requirements" means those sections of 47 U.S.C. § 164, 303, 335, 309 and 564 and the FCC Report and Order, FCC Nos. 98-307 and 99-357, as they may be amended or supplemented from time to time which (i) are applicable to EchoStar or its satellite platforms; and (ii) mandate the broadcasting of noncommercial programming of an educational or informational nature or other specified programming for the benefit of the general public; or which are applicable to EchoStar's provision of services under this Agreement.

1.12 "Start Date" has the meaning given to it in Paragraph 2.1.

1.13 "Term" has the meaning given to it in Section 5.1.

1.14 "Territory" means the United States of America, its territories and possessions.

II. CHANNEL CAPACITY PURCHASE AND RESALE

2.1 Channel Capacity Purchase by Programmer. Programmer agrees to purchase Channel Capacity on the EchoStar satellite, as designated by EchoStar in its sole discretion, commencing upon Start Date, subject to the terms of this Agreement. Start Date shall be no later than January 31, 2003.

2.2 Limitations on Public Interest Programmers.

2.2.1 Non-Profit Status and Programmer's Compliance with Applicable Laws. Channel Capacity is available only to entities providing Public Interest Programming as set forth in the programming schedule attached, hereto as Exhibit C. (12). EchoStar may elect not to initiate or to terminate this agreement at any time with or without notice, when EchoStar determines, in EchoStar's sole and absolute discretion, that (a) Programmer no longer qualifies as a Public Interest Programmer, (b) the programming supplied by Programmer does not qualify as Public Interest Programming under the Public Service Broadcasting Requirements, or (c) there is a violation by Programmer of federal

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statutes or regulations, that apply to Programmer, or any regulations adopted by the FCC that apply to Programmer and Public Interest Programming.

2.2.2 Limitation on Broadcast Services. It shall be the sole responsibility of Programmer to provide Public Interest Programming directly to EchoStar's Uplink Facility at Programmer's sole cost, and EchoStar shall in no way be responsible for Programmer's failure to do so.

2.2.3 Transmission to DISH Network Subscribers. EchoStar will transmit the Public Interest Programming at no additional charge to subscribers to the extent required by the Public Service Broadcast Requirements.

2.2.4 Limitation on the Sale of Programming Time and For-Profit Aggregation of Programming.

Programmer shall not make available for use, or sell, any programming time on the Channel Capacity to other programming suppliers other than the Programmer that is a party to this Agreement, without EchoStar's prior written consent. Programmer is prohibited from making programming time available, or selling programming time, to any other programming supplier other than the Programmer that is a party to this Agreement, without EchoStar's prior written consent. Violation of this provision shall be a material breach of this Agreement and EchoStar may terminate the Agreement immediately. Programmer may not brand the Public Interest Programming with any other name except Programmer that is party to this Agreement, or as defined by the FCC under 47 CFR 100.5 (C).

2.2.5 Preemption. Programmer understands and agrees that if any satellite or transponder transmitting Channel Capacity fails or malfunctions in whole or in part, or in EchoStar's sole and absolute discretion requires maintenance, testing, or relocation (any of the foregoing, a "Preemptive Event"), then EchoStar may, in its sole discretion and absolute discretion, preempt the Public Interest Programming in whole or in part, for so long as is necessary to address the cause of the Preemptive Event, providing as much notice to Programmer as is practicable under the circumstances. Under no circumstances shall EchoStar or its Affiliates be liable to Programmer or to any third party for any liability, claim, cause of action, or damages of any kind resulting from or arising out of a Preemptive Event.

2.2.6 Alternative Service. In the event that Public Interest Programming cannot be telecast as scheduled due to either a Preemptive Event or a Force Majeure Event (as defined in Section 8.4, below), EchoStar may, in EchoStar's sole and absolute discretion, but shall not be obligated to, shift transmission of the Public Interest Programming to another satellite or transponder or make other arrangements to provide alternative Transmission Services to Programmer on either a temporary or permanent basis. If after thirty (30) days, no such alternative Transmission Services have been established and

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EchoStar is otherwise not able to transmit Programmer's Public Interest Programming, either party shall have the right to terminate this Agreement without liability upon ten (10) days written notice to the other party, provided that EchoStar shall refund to Programmer all payments made by Programmer pursuant to this Agreement for such time as Programmer's Public Interest Programming was not transmitted by EchoStar.

2.3 Interruption of Service. In the event that the Public Interest Programming is interrupted for at least fifteen (15) consecutive minutes within a sixty (60) minute period of time, provided the interruption does not occur as a result of: (i) the fault or negligence of Programmer or any of its Affiliates, employees, agents or otherwise; (ii) the failure of any interconnecting facilities or other equipment not under the direct control of EchoStar, (iii) any planned interruption agreed to in advance by Programmer; or (iv) a Force Majeure Event (as defined in section 8.4) Programmer shall be entitled to a credit as defined below ("Transponder Credit"). Transponder Credits shall be available for future use of transmission services only. Programmer expressly agrees that Transponder Credit is Programmer's sole remedy in the event of interruption of service for a telecast in progress and that under no circumstances will Public Interest Programmer be entitled to a cash refund.

2.4 Available Credits. When an interruption occurs for a period of at least fifteen (15) minutes cumulative within a sixty- (60) minute period of time, EchoStar shall provide Programmer with a Transponder Credit equal to sixty (60) minutes of service.

2.5 Limits on EchoStar Services. EchoStar shall not be obligated to provide services above and beyond those outlined specifically in this Agreement, including, but not limited to, providing technical and customer support and delivering video and audio signal to EchoStar for uplink. If services are required by EchoStar above and beyond those outlined specifically in this Agreement, including additional technical and/or customer support, EchoStar may (1) charge Programmer fees proportionate to the additional services provided; or (2) terminate this Agreement upon 30 days prior written notice. However, certain additional services which are not the subject of this contract may be made available by EchoStar to Programmer at a later time, provided EchoStar and Programmer enter into written agreement outlining the terms and conditions for the provision of these services.

2.6 Transmission Rights. Programmer will obtain, prior to transmission of the Public Interest Programming by EchoStar, all rights, licenses, permissions, releases and consents (including without limitation, all those pertaining to copyright, trademark, and music performance and synchronization rights) for Public Interest Programming. EchoStar shall, in no way, be liable for Programmer's failure to obtain permission, nor shall it be responsible for subsequent infringement of such. Programmer acknowledges that EchoStar shall

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have no liability under state and local laws as a result of the content of the Public Interest Programming provided to EchoStar by Programmer and that the FCC has the right to enforce its content requirements against Programmer.

2.9 Transmission. Subject to the terms and conditions of this Agreement, EchoStar shall use commercially reasonable efforts to transmit the Public Interest Programming, during the term of this Agreement, from the EchoStar Uplink Facility to the subscribers in the Territory via one or more satellites owned or operated by EchoStar, or such other satellite as EchoStar may designate. Programmer acknowledges that the ability to receive an adequate signal from a DBS satellite is based on several factors including without limitation, a direct line of sight between the receiving antenna and the satellite, which may be affected by view angle, terrain, obstructions or other obstacles, local weather conditions, solar flares, solar occultations and other atmospheric factors. EchoStar shall have no obligation to transmit any Public Interest Programming for which it has not been paid in advance pursuant to the terms of Article III. For the purposes of this Section, no amount submitted to EchoStar pursuant to paragraph 3.1.3 of this Agreement shall be considered payment in advance for the transmission of any Public Interest Programming. Programmer acknowledges and agrees that EchoStar has no obligation to transmit Public Interest Programming in any manner which is now, or at any time hereafter may be, prohibited under applicable local, state or federal laws or regulations, including without limitation statutes, laws, rules, regulations or orders enforced, administered, promulgated or pronounced by the FCC. EchoStar can move the Public Interest Programming to another EchoStar satellite at any time. Programmer shall transmit a high quality video and audio signal of its programming to the EchoStar Uplink Facility.

2.10 Sub-Distribution. Programmer shall not sub-distribute the Public Interest Programming from the EchoStar satellite to any third party. A violation of this provision shall be a material breach of this Agreement, and EchoStar shall have the right to terminate the Agreement immediately.

III. PAYMENT

3.1 Channel Capacity and Transmission Services

3.1.1 Rates. For the Channel Capacity set forth in Article II, Programmer shall pay to EchoStar the Public Interest Programming access fee (the "Access Fee") set forth on the Public Interest Programming Rate Schedule attached as Exhibit A to this Agreement, which may be adjusted from time to time to the extent not inconsistent with the Public Service Broadcast Requirements.

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3.1.2 Payment Terms. Programmer shall pay in U.S. dollars the charges for each month of Public Interest Programming Access Fees in advance for each quarter for the Term of this Agreement, ensuring that EchoStar receives good funds via check or wire transfer at least ten (10) days prior to the beginning of the quarter in which such programming is to be broadcast. The first payment made for Channel Capacity will be due 10 days prior to the Start Date.

3.1.3 Deposit. Programmer shall pay to EchoStar on or before the date of this Agreement is executed by the parties, a deposit equal to the Public Interest Programming Access Fee for one (1) month as set forth in the Public Interest Programming Rate Schedule attached as Exhibit A to this Agreement, or such other amount as the parties may agree upon. Further, if Programmer fails to commence broadcasting on Channel Capacity on Start Date, Programmer will forfeit its deposit to EchoStar and EchoStar may, in its sole and absolute discretion, choose not to initiate providing Channel Capacity to Programmer. Such forfeiture will not release Programmer from other terms of this Agreement. If Programmer does commence broadcasting on Start Date, the deposit shall be retained by EchoStar throughout the Term to ensure prompt payment of all fees due under this Agreement. If any such fees, including late payment charges, are not received by EchoStar, in addition to any other remedies it may have, EchoStar may retain the deposit, or portion thereof equal to the amount owed EchoStar, for its own benefit. If, pursuant to the terms of this section, all or any portion of the deposit is used to satisfy an amount owed to EchoStar or if the amount of the deposit has been increased, Programmer agrees to immediately, upon notice from EchoStar, replace that portion of the deposit which was used or pay the increase in deposit amount. EchoStar shall have no obligations whatsoever under this Agreement until Programmer has complied with the terms of this Section 3.1.3. The terms of this Section 3.1.3 shall survive termination of this Agreement.

3.2 Other Fees. In addition to the fees in Section 3.1.1, Programmer shall pay to EchoStar all other applicable fees and charges set forth on Exhibit A. All such fees and charges shall be payable in accordance with the terms set forth in Section 3.1.2.

3.3 Late Payments. If any payment for Channel Capacity or other fees due under this Agreement is not received by EchoStar in full within five days following the date due, then such overdue amount shall be subject to a delinquency charge at the rate of 1.5% per month until the date payment is actually received. Acceptance of any such delinquency charge paid by Programmer shall in no event constitute a waiver by EchoStar of any default with respect to such

overdue amount and EchoStar may, in its sole discretion, choose to terminate provision of Channel Capacity under the terms of this Agreement.

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IV. TRADEMARKS; EXPORT RESTRICTIONS.

4.1 Use of Trademarks. Programmer shall sign the Trademark License Agreement, in the form attached as Exhibit B hereto, which agreement is hereby incorporated by reference in its entirety.

4.2 No Sales Outside Territory. Programmer is prohibited from directly or indirectly using Channel Capacity to broadcast to any person: (i) located outside the Territory; or (ii) whom Programmer knows or has reason to believe intends to use or sell Public Interest Programming outside the Territory. Should Programmer directly or indirectly export Channel Capacity outside of the U.S. in violation of this Agreement and/or U.S. law, this Agreement shall terminate immediately.

V. TERMS AND TERMINATION

5.1 Term. This Agreement shall commence on the Effective Date and shall expire at midnight, December 31, 2005, unless terminated earlier in accordance with the terms and conditions of this Agreement (the "Term"). This Agreement shall not automatically renew.

5.2 Termination By Either Party Upon Default. This Agreement may be terminated by a party (the "Affected Party"), upon the occurrence of any of the following with respect to the other party (the "Other Party"): the Other Party defaults on any obligation or breaches any representation, warranty, or covenant in this Agreement or the Trademark License Agreement (regardless of whether breach or default of such obligation, representation, warranty, or covenant is designated as giving rise to a termination right), and, except where termination may be immediate under this Agreement, such default or breach is not cured within thirty (30) days of receipt of written notice from the Affected Party, specifying the nature of the default or breach.

5.3 Additional Termination. This Agreement shall, in addition to the provisions of this Agreement where termination may be immediate, terminate immediately upon written notice from either party to the other party in the following events: (i) either party becomes insolvent, or voluntary or involuntary bankruptcy, insolvency or similar proceedings are instituted against such party; (ii) Programmer fails to maintain operations as a non-profit organization; (iii) either party, or any principal of either party is convicted in a court of competent jurisdiction of any felony under the laws of the United States or of any state; (iv) Programmer fails to comply with any applicable federal, state or local law or regulation to the extent the law or regulation applies to Programmer and is

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directly related to this Agreement (v) Programmer engages in any practice which is determined by a court, administrative agency or regulatory agency of competent jurisdiction to be an illegal or unfair trade practice in violation of any applicable federal, state or local law or regulation; (vi) either party's falsification of any records or reports required hereunder; (vii) either party's failure to renew, or the loss, due to suspension, cancellation or revocation, for a period of thirty (30) days or more, of any license, permit or similar document or authority required by law or governmental authority having jurisdiction, that is necessary in carrying out the provisions of this Agreement; (viii) the Trademark License Agreement terminates for any reason; or (ix) any fraud, misrepresentation, or illegal action of any sort by either party in connection with this Agreement.

5.4 Termination of Agreement. The Parties agree that if this Agreement terminates for any reason, then EchoStar shall only be liable to return any deposits or advance payments made by Programmer to EchoStar on a pro rata basis for such period of time during which Programmer's Public Interest Programming will not be transmitted by EchoStar. If this Agreement is terminated due to Programmer's default or breach of this Agreement, then EchoStar may deduct from those sums, as a right of set-off, any expenses EchoStar has incurred related to this Agreement or termination of this Agreement. Programmer agrees that if this Agreement terminates for any reason, then Programmer shall:

5.4.1 immediately discontinue using Channel Capacity, and immediately cease to represent and/or imply to any person or entity that Programmer is authorized to provide any EchoStar product or service;

5.4.2 immediately discontinue all use of the trademarks associated or included in any way whatsoever with the EchoStar Public Interest Programming;

5.4.3 deliver to EchoStar or destroy, at EchoStar's option, all tangible things of every kind in the possession or control of Programmer that bear any of the EchoStar trademarks, excluding the DISH DBS Systems;

5.4.4 upon request by EchoStar, certify in writing to EchoStar that such delivery or destruction has taken place; and

5.4.5 pay all sums due to EchoStar.

5.4.6 recognize and agree that EchoStar shall have no future obligation to programmer for Channel Capacity and is free, in its sole and absolute discretion, to sell such channel capacity as EchoStar determines in its sole discretion to any other party.

5.5 Liability Upon Termination. Except as expressly provided in Article VII below, the parties agree that in the event of termination of this Agreement for

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any reason, no amounts spent by a party in fulfillment of this Agreement will be recoverable from any other party.

VI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

6.1 Mutual Representations, Warranties and Covenants. EchoStar and Programmer represent, warrant and covenant to the other that: (i) it has the right to enter into and fully perform this Agreement; (ii) It has not and will not during the Term enter into an agreement or arrangement which could limit the full performance of its obligations hereunder with respect to the subject matter of this Agreement; (iii) it is and will remain in full compliance with all applicable local, state and federal laws and regulations; (iv) it will have full and sole authority to enter into and perform under this Agreement; (v) it is under no obligation and will not become subject to any obligation that might interfere with its performance of this Agreement; and (vi) it will comply with all of its representations, warranties, obligations, covenants, and responsibilities herein contained.

6.2 Programmer Representations, Warranties, and Covenants. Programmer represents, warrants, and covenants that it will provide accurate rating information in a format deemed acceptable to EchoStar to be used in conjunction with its listing on the Electronic Programming Guide ("EPG"). Programmer further represents, warrants, and covenants that it is a Public Interest Programmer as defined in paragraph 1.8 of this Agreement as of the date of execution, and will maintain Public Interest Programmer status throughout the term of this Agreement.

6.3 LIMITATION ON AND EXCLUSION OF WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ECHOSTAR EXCLUDES ALL WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY.

VII. LIABILITY AND INDEMNITY

7.1 Additional Limitation. IN NO EVENT SHALL ECHOSTAR OR ANY AFFILIATE OF ECHOSTAR BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PROGRAMMER (INCLUDING WITHOUT LIMITATION, ANY PAYMENT FOR LOST FUNDING, FUTURE FUNDING, REIMBURSEMENT FOR EXPENDITURES OR INVESTMENTS MADE OR COMMITMENTS ENTERED INTO, ADVERTISING COSTS, TERMINATION OF EMPLOYEES OR EMPLOYEES SALARIES, OVERHEAD OF FACILITIES INCURRED OR ACQUIRED BASED UPON THE RECEIPTS DERIVED OR ANTICIPATED UNDER THIS AGREEMENT),

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WHETHER FORESEEABLE OR NOT, WHETHER OR NOT CAUSED BY ECHOSTAR'S GROSS NEGLIGENCE. IN NO EVENT SHALL ANY PROJECTIONS OR FORECASTS BY ECHOSTAR BE BINDING AS COMMITMENTS OR PROMISES BY ECHOSTAR.

7.2 Indemnification

7.2.1 Programmer shall indemnify EchoStar to the maximum extent permitted by applicable state and federal law, including without limitation the Communications Act, 47 U.S.C § 154, 303, 335, 309, and 654 and the FCC's Report and Order, FCC 98-307. Programmer shall defend and hold EchoStar and its Affiliates, and its and their respective officers, directors, employees, agents and shareholders, and its and their respective assigns, heirs, successors and legal representatives harmless from and against, any and all Claims (where "Claims" means costs, losses, liabilities, damages, lawsuits, judgments, claims, actions, penalties, fines and expenses including without limitation, interest, penalties, reasonable attorney's fees and all monies paid in the investigation, defense or settlement of any or all of the foregoing), that arise out of, or are incurred in connection with: (i) the breach of any of Programmer's representations, warranties, or covenants contained herein; (ii) any purchase, contracts, debt and/or obligation made by Programmer; (iii) the failure of Programmer to comply with any provision of this Agreement; (iv) any claim brought by Programmer's employees or agents for compensation and/or damages arising out of the expiration or termination of this Agreement; (v) any acts or omissions of Programmer relating to the activities required under this Agreement; (vi) any claims by Public Interest Subscribers arising under or relating to the activities under this Agreement or (vii) Programmer's violation of any laws to the extent those laws apply to Programmer. The provisions of this Section 7.2.1 shall survive termination or expiration of this Agreement.

7.2.2 EchoStar shall indemnify defend and hold Programmer and its Affiliates, and its and their respective officers, directors, employees, agents and shareholders, and its and their respective assigns, heirs, successors and legal representatives harmless from and against, any and all Claims that arise out of, or are incurred in connection with: (i) the breach of any of EchoStar's representations, warranties, or covenants contained herein, (ii) any purchase, contracts, debt and/or obligation made by EchoStar; and (iii) any claim brought by EchoStar's employees or agents for compensation and/or damages arising out of the expiration or termination of this Agreement. The provisions of this Section 7.2.2 shall survive termination or expiration of this Agreement.

VIII. MISCELLANEOUS

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8.1 Confidentiality

8.1.1 General. At all times during the term of this Agreement and for a period of three (3) years thereafter, each party and its employees will maintain, in confidence, all terms and provisions of this Agreement which are not required to be disclosed publicly by law or governmental regulation, as well as all data, summaries, reports, or information of all kinds, whether oral or written, acquired, devised, or developed in any manner from the other party's personnel or files, or as a direct or indirect result of the other party's actions or performance under this Agreement. Each party represents that it has not and will not reveal the same to any persons not employed by said party, except (i) with the written approval of the other party; (ii) to the extent necessary to comply with law, regulation, court or government agency of competent jurisdiction (iii) as part of the Party's normal reporting or review procedure to its parent company, its auditors and its attorneys, provided such parent company, auditors and attorneys agree to be bound by the provisions of this paragraph 8.1; or (iv) to the extent necessary to permit the performance of obligations under this Agreement.

8.1.2 Press Releases. Neither party shall issue any press release regarding this Agreement, including, but not limited to the fact of carriage of the Service provided for herein, without the prior expressed written consent of the parties. A breach of this provision shall be deemed a material breach and default under section 5.2 above.

8.1.3 Subscriber Information. All subscribers of EchoStar shall be deemed customers of EchoStar for all purposes relating to programming services under this Agreement (including video, audio and data) and the hardware necessary to receive such services. Programmer acknowledges and agrees that the names, addresses and related information of EchoStar Programming subscribers ("Subscriber Information") are confidential as between Programmer and EchoStar. Programmer shall not use any Subscriber Information for the purpose of soliciting, or to permit any third party to solicit, subscribers to subscribe to any programming services, and Programmer shall under no circumstance directly or indirectly reveal any Subscriber Information to any third party for any reason, without the express prior written consent of EchoStar, which EchoStar may withhold in its sole and absolute discretion; provided however, that nothing shall prohibit Programmer from utilizing its own list of contacts or contributors for its general non-profit operations unrelated to the delivery of programming services. The provisions of this Subsection 8.1.3 shall survive termination or expiration of this Agreement.

8.1.4 Remedies. The Parties agree that a breach of the Confidentiality obligations of Section 8.1 will result in the substantial likelihood of irreparable harm and injury to the other Party (the "Affected Party") for which monetary damages alone would be an inadequate remedy, and which damages

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are difficult to accurately measure. Accordingly, each Party agrees that the Affected Party shall have the right, in addition to any other remedies available, to immediate injunctive relief as well as other equitable relief allowed by the federal and state courts. The foregoing remedy is without prejudice to the Affected Party to exercise any other rights and remedies it may have, including without limitation, the right to terminate this Agreement as specified in Section V and seek damages or other legal or equitable relief. The foregoing confidentiality obligations will survive termination or expiration of this Agreement.

8.2 Notices and Communications. All notices and other communications hereunder shall be in writing and will be deemed received upon actually being received if personally delivered, when receipt acknowledged if sent by facsimile, after the first business day if dispatched by overnight courier service, or after the third business day after being deposited in the U.S. mails; provided that all notices and other communications shall be addressed to the other party substantially as follows, or as may be subsequently changed in writing provided to the other party under the terms of this paragraph:

If to EchoStar:

EchoStar Satellite Corporation
5701 S. Santa Fe Drive
Littleton, Colorado 80120
Attn: Senior Vice President, Programming
Facsimile: (303) 723-1999

With a copy to:

General Counsel
EchoStar Communications Corporation
5701 S. Santa Fe Drive
Littleton, Colorado 80120
Facsimile: (303) 723-1699

If to Programmer:

Daystar Television Network
P.O. Box 612066
Dallas, Texas 75261-2066
Attn: Marcus Lamb
Facsimile: (303) 321-1245

817/571-7458

8.3 Exhibits Subject to Change by EchoStar. Except as otherwise provided herein, the Exhibits to this Agreement, including any or all of the

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material contained therein, may be changed at any time by EchoStar in its sole and absolute discretion unless prohibited by the Public Service Broadcast Requirements. Any such change shall be effective upon notice to Programmer, unless a different effective date is specified.

8.4 Force Majeure. Acts of God or of the public enemy, acts of any local, county, state, federal or other government and its sovereign or contractual capacity, fires, floods, adverse weather conditions (including but not limited to solar flares or sun outages with respect to satellite transmission interference), epidemics, quarantines, restrictions, sabotage, acts of terrorism, strikes, freight embargoes, satellite malfunctions, or any other event which is beyond the control of either EchoStar or Programmer (each, a "Force Majeure Event") shall constitute an excuse in performance of any obligation, condition or covenant of EchoStar or Programmer contained in this Agreement, any warranties or guarantees made herein, or any amendment thereto, including without limitation any obligation to provide alternative Channel Capacity in the event of satellite failure. Programmer shall have the right to cancel this Agreement in the event that either party's non-performance as a result of any Force Majeure Event continues for more than thirty (30) days and Programmer is not responsible or has not contributed to such delays and is not otherwise in default prior to such Force Majeure Event.

8.5 Relationship of the Parties. Nothing contained in this Agreement is intended or to be construed so as to constitute EchoStar and Programmer as partners or joint venturers, or the employees, agents or representatives of EchoStar or conversely of Programmer and neither shall hold itself out in its advertising or in any other manner which would indicate any such relationship.

8.6 Government Approval. The obligations of the parties hereto shall be subject to obtaining and maintaining all necessary regulatory and other governmental approvals and authorizations. The parties agree to use their best reasonable efforts to promptly obtain and maintain any such approvals.

8.7 Assignment. This agreement is binding upon the legal representatives, successors and permitted assigns of EchoStar and Programmer. EchoStar may assign this Agreement in whole or in part at any time without the consent of Programmer. This Agreement may not be assigned by Programmer, except by express written agreement of EchoStar. Any merger, reorganization, change of effective control or consolidation of Programmer shall be deemed an impermissible assignment.

8.8 Prior Agreements Superseded. This Agreement (including its exhibits) supersedes any prior understandings, oral agreements, or writings between the parties regarding the subjects within this Agreement.

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8.9 Severability. If any one or more of the provisions contained herein for any reason are held to be invalid, illegal or unenforceable in any respect, such condition shall not affect any other provision thereof and this Agreement shall be construed as if such condition had never been contained herein.

8.10 Counterparts. This Agreement may be executed in any number of counterparts and each of such shall for all purposes be deemed to be an original.

8.11 Construction. Headings used in this Agreement are used for clarity only and do not constitute substantive matters to be considered in construing the terms of this Agreement.

8.12 Jurisdiction/Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, except that any conflict of law rule of that jurisdiction that may require reference to the laws of some other jurisdiction shall be disregarded.

8.13 Survival. The provisions of Section 5.5. and Section 8.1.1 of this Agreement and any other term and condition which by its nature is clearly intended to survive termination or expiration of this Agreement, shall survive any termination or expiration of this Agreement.

8.14 Attorney Fees. Should any litigation be commenced between the parties to this Agreement concerning this Agreement, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

8.15 Modifications. It is understood and agreed that any modifications to the terms and conditions of this Agreement shall require a written amendment agreed to by both parties prior to the effectiveness of such amendment.

8.16 Waiver. The failure of either party at any time to require performance of any provision of this Agreement shall not affect the right at a later time to enforce that or any other provision. No waiver by any party of any condition, or any breach of any term contained in this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of that or any other condition as breach. No course of dealing between the parties or usage of trade shall be effective to amend, supplement, modify, or otherwise alter, in whole or in part, the express terms of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has duly executed and accepted this Agreement as of the day and year first above written.

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EchoStar Satellite Corporation

By: [Signature]

Title: SR VP / Programming

Date: 12/11/02

Daystar Television Network

By: [Signature]

Title: President / CEO

Date: 12-10-02

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**EXHIBIT A
PUBLIC INTEREST PROGRAMMING
RATE SCHEDULE**

1. Public Interest Programming Access Fee: The Public Interest Programming Access Fee shall be \$10,371.66 per month, subject to change as provided in section 3.1.1, for each channel of Channel Capacity used by Programmer for Public Interest Programming which meets Public Service Broadcast Requirements and is delivered in a continuous 7/24 feed to EchoStar's Uplink Facility at Programmer's expense.

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**EXHIBIT B
TRADEMARK LICENSE AGREEMENT**

THIS TRADEMARK LICENSE AGREEMENT (the "TM Agreement") is made and entered into as of the day of December __, 2002, by and EchoStar Satellite Corporation, a Colorado corporation ("EchoStar"), with its principal offices at 5701 South Santa Fe Drive, Littleton, Colorado 80120 and Daystar Television Network a non-profit corporation, with principal offices at P.O. Box 612066, Dallas, TX 75261-2066 ("Licensee").

1. Licensee is a non-profit, non-commercial, educational and informational provider of satellite television educational programming; and

2. Licensee desires to be permitted to use certain EchoStar trademarks service marks and trade names (the "Trademarks") for its non-commercial, educational and informational purpose as EchoStar, in its sole discretion, may authorize, from time to time.

NOW, THEREFORE, the parties hereto hereby agree as follows;

1. ECHOSTAR hereby grants to Licensee a royalty-free non-exclusive, non-transferable, revocable license (the "License") to use the Trademarks and such other trademarks as ECHOSTAR may from time to time expressly in writing permit Licensee to use during the term of this TM Agreement, and no other term or license whatsoever, in its advertising and promotional materials and at its locations. Licensee shall have no right to use the logos, service marks or trademarks of any programming providers, other than the logos, service marks and trademarks of programming providers that are contained in the advertising and promotional material provided to Licensee by ECHOSTAR. No such materials shall indicate that any agreement of agency, partnership, joint venture, franchise or of exclusive right or commission exists between Licensee and ECHOSTAR, unless ECHOSTAR and Licensee enter into a separate written agreement permitting Licensee to do so. Notwithstanding the above, Licensee shall provide to ECHOSTAR, at least thirty (30) days prior to first use, an example of any advertising or promotional materials in which Licensee intends to use any Trademarks, and any such other trademarks, which use has not, within the past twelve months, been approved by ECHOSTAR in exactly the form intended for use. ECHOSTAR may reject and prohibit Licensee from using such materials, for any reason or reasons in its sole and absolute discretion. If Licensee is required to, but fails to provide ECHOSTAR with proposed advertising or promotional materials at least thirty (30) days prior to first use, ECHOSTAR shall have just cause to immediately terminate the License by providing written notice to Licensee to that effect. This TM Agreement is not intended, nor shall it be construed, as creating any agreement of agency, partnership, joint venture, franchise or of exclusive or non-exclusive right or

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commission, or as creating any obligation on the part of ECHOSTAR to enter into any such agreement with Licensee. Further, this TM Agreement is not intended to, nor shall it be construed as, providing any rights to Licensee to purchase or sell products or programming manufactured and/or distributed by ECHOSTAR. Licensee expressly recognizes and agrees that any goodwill now existing or hereafter created through any sales by Licensee of products or programming manufactured and/or distributed by ECHOSTAR shall accrue to ECHOSTAR. This License shall be effective until terminated by either party in accordance with the terms of this TM Agreement, or until termination of the Public Interest Programming Agreement between ECHOSTAR and Licensee.

2. The License granted by ECHOSTAR is granted to Licensee and its Affiliates, as that term is defined in the Public Interest Programming Agreement entered into by ECHOSTAR and Licensee described above, only. Licensee has no authority to transfer or grant any sublicense to any other entity or individual for any reason, without prior explicit written authorization from ECHOSTAR, and if Licensee does so, such action shall terminate the License granted herein, at ECHOSTAR's sole and absolute discretion, at any time thereafter. Licensee shall immediately cease using Trademarks upon termination or expiration of this TM Agreement for any reason. Upon expiration or termination of this TM Agreement, at ECHOSTAR's sole and absolute discretion, Licensee shall immediately destroy or deliver to ECHOSTAR any and all advertising and promotional materials in Licensee's possession with Trademarks on them. If ECHOSTAR requests destruction of advertising and promotional materials, Licensee shall promptly execute an affidavit representing at a minimum that such materials were destroyed, and the date and means of destruction.

3. Licensee expressly recognizes and acknowledges that the License, as well as any past use of the Trademarks in any manner whatsoever by Licensee (including but not limited to use on signs, business cards, or in advertisements), shall not confer upon Licensee any proprietary rights or interest in any Trademarks including, but not limited to any existing or future goodwill in the Trademarks. Further, Licensee waives any and all past, present or future claims it has or might have to the Trademarks, and acknowledges that as between ECHOSTAR and Licensee, ECHOSTAR has the exclusive rights to own and use the Trademarks, and that ECHOSTAR retains full ownership of the Trademarks notwithstanding the License granted herein. While Licensee has no right or authority to do so, in the event that Licensee has previously, or in the future reserves, files, or registers any of the Trademarks of ECHOSTAR, Licensee agrees to notify ECHOSTAR immediately, and immediately upon request of ECHOSTAR, to assign any and all interest to ECHOSTAR that is obtained through the reservation, filing, or registration of the Trademarks in the U.S., in the country in which Licensee is located or any foreign jurisdiction, and hereby acknowledges that any such reservation, filing, or registration of the Trademarks,

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whenever occurring shall be on behalf of and for the sole benefit of ECHOSTAR, and Licensee waives all claims or rights to any compensation whatsoever therefor. Licensee's obligations in this paragraph shall survive the expiration or termination of this TM Agreement.

4. Nothing in this TM Agreement shall be construed to bar ECHOSTAR from protecting its right to the exclusive use of its Trademarks against infringement thereof by any party or parties, including Licensee, either during the term of this TM Agreement or following any expiration or termination of Licensee's right to use the Trademarks pursuant to this TM Agreement. Licensee will promptly and fully advise ECHOSTAR of any use of any mark that may appear to infringe the Trademarks. Licensee will also fully cooperate with ECHOSTAR in defense and protection of the Trademarks, at ECHOSTAR's expense. Similarly, nothing in this TM Agreement shall be construed to require that ECHOSTAR take any action to protect the Trademarks in any instance, and ECHOSTAR shall not be liable to Licensee in any manner whatsoever for failure to take any such action.

5. This TM Agreement shall continue for a period of time equal to the term of the Public Interest Programming Agreement between ECHOSTAR and Licensee (and is subject to the provisions of Section 7.1 therein), unless terminated earlier for a reason provided herein.

6. Any and all disputes, claims or actions that may arise under or out of this TM Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Colorado. Any conflict of law rule of that jurisdiction may require reference to the laws of some other jurisdiction shall be disregarded.

7. This TM Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this TM Agreement by their duly authorized representatives as of the day and year first above written.

EchoStar Satellite Corporation

Name: [Signature]Title: Sr VP / ProgrammingDate: 12/11/02

Daystar Television Network

Name: [Signature]Title: President / CEODate: 12-10-02

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